

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR  
SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY  
PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED  
BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT  
(SPECIAL ITEM NUMBER 132-12)**

**1. SERVICE AREAS**

- a. The maintenance and repair service rates listed herein are applicable to any Government location within a \_\_\_\_\_ (\*\*insert miles\*\*) mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 7.d and 8.d of this Special Item Number 132-12.
- b. When repair services cannot be performed at the Government installation site, the repair services will be performed at the Contractor's plant(s) listed below:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**2. MAINTENANCE ORDER**

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the Government on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the Government may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.



e. Cross-year Funding Within Contract Period. Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering office may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

### 3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering office agrees, in advance, that additional repair personnel are required to effect repairs.

### 4. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the Government installation, until the equipment is returned to such installation.

### 5. SCOPE

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the Government agency during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the Government.

(2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

(3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the Government, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

### 6. RESPONSIBILITIES OF THE GOVERNMENT

a. Government personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the Government shall permit access to the equipment which is to be maintained or repaired.

## 7. RESPONSIBILITIES OF THE CONTRACTOR

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the Government that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

## 8. MAINTENANCE RATE PROVISIONS

a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the Government.

### b. REGULAR HOURS

The basic monthly rate for each make and model of equipment shall entitle the Government to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the Government location.

### c. AFTER HOURS

Should the Government require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

### d. TRAVEL AND TRANSPORTATION

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the Government location and the Contractor's service area, the charge will be:

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**\*\*If there is no additional charge, indicate "none" in the space provided above.\*\***

### e. QUANTITY DISCOUNTS

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a Government agency are indicated below:

Quantity Range	Discounts
_____ Units	_____ %
_____ Units	_____ %
_____ Units	_____ %

## 9. REPAIR SERVICE RATE PROVISIONS

a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. **MULTIPLE MACHINES.** When repairs are ordered by a Government agency on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the Government, provided the time consumed in going between machines (or buildings) is reasonable.



## c. TRAVEL OR TRANSPORTATION

## (1) AT THE CONTRACTOR'S SHOP

(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the Government location to the Contractor's plant, and return to the Government location, shall be borne by the Government.

(b) The Government should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

## (2) AT THE GOVERNMENT LOCATION (Within Established Service Areas)

When equipment is repaired at the Government location, and repair service rates are established for service areas or zones, the listed rates are applicable to any Government location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the Government office; such overhead is included in the repair service rates listed.

## (3) AT THE GOVERNMENT LOCATION (Outside Established Service Areas)

(a) The repair service rates listed for subparagraph (2) above apply, except that a travel charge of \_\_\_\_\_ per mile for repairmen will apply to the round-trip distance between the geographic limits of the applicable service area and the Government location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the Government location or at the Contractor's shop.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable Government per diem rate for each night the repairman is required to remain overnight at the Government location), the Government shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the Government with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

## d. LABOR RATES

## (1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the Government to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the Government location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

## (2) AFTER HOURS

When the Government requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the Government location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

## (3) SUNDAYS AND HOLIDAYS

When the Government requires that repair service be performed on Sundays and Holidays observed at the Government location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the Government location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.



## REPAIR SERVICE RATES

LOCATION	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAYS AND HOLIDAYS PER HOUR
CONTRACTOR'S SHOP	_____	_____	_____	_____
GOVERNMENT LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	_____	_____	_____	_____
GOVERNMENT LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	_____	_____	_____	_____

\*MINIMUM CHARGES INCLUDE \_\_\_\_ FULL HOURS ON THE JOB.

\*\*FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.

## 10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated \_\_\_\_\_, at a discount of \_\_\_\_\_% from such listed prices.

## 11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

## a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of \_\_\_\_\_ \*\*insert commercial warranty\*\*.

## b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period \_\_\_\_\_  
\*\*insert commercial warranty\*\*.

## 12. INVOICES AND PAYMENTS

### a. Maintenance Service

(1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

### b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each Government office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.



**TERMS AND CONDITIONS APPLICABLE TO  
TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32),  
PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND  
MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE  
COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

**1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any software that has been tendered for acceptance. The Government may require repair or replacement of nonconforming software at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

**2. GUARANTEE/WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

**\*\*Contractor is to insert commercial guarantee/warranty clauses.\*\***

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

**3. TECHNICAL SERVICES**

The Contractor, without additional charge to the Government, shall provide a hot line technical support number \_\_\_\_\_ for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from \_\_\_\_\_ to \_\_\_\_\_.

**\*\*Provide telephone number and hours of operation for technical support hot line; indicate applicable time zone for the hours of operation—i.e., Eastern time, Central time, Mountain time or Pacific time.\*\***

**4. SOFTWARE MAINTENANCE**

a. Software maintenance service shall include the following:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

## 5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the Government on thirty (30) calendar days written notice to the Contractor.
- c. **Annual Funding.** When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. **Cross-Year Funding Within Contract Period.** Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

**\*\*The phrase, "Term Licenses and/or Maintenance" in the preceding paragraphs may need to be revised in order to be consistent with the Offeror's proposal; e.g., if only software maintenance is offered, all references to "term licenses" should be deleted from the preceding paragraphs.\*\***

## 6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The Government may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the Government the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the Government.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the Government shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to \_\_\_\_\_ % of all term license payments during the period that the software was under a term license within the Government.

## 7. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of \_\_\_\_\_ \* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the Government. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to



the Government. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

**\*\*Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.\*\***

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the Government, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by agency. An agency is defined as a cabinet level or independent agency. The software may be used by any subdivision of the agency (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one agency's site. This would allow other agencies access to one agency's database. For Government public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user agency will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user agency's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user agency.

(3) Except as is provided in paragraph 8.b(2) above, the Government shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the government who have the Government's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the Government to use software, documentation, or information therein, which the Government may already have or obtains without restrictions.

(4) The Government shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the Government has the right to transfer the software to another site if the Government site for which it is acquired is deemed to be unsafe for Government personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (132-32 AND 132-33)

Full monetary credit will be allowed to the Government when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.



**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE  
(SPECIAL ITEM NUMBER 132-50)**

**1. SCOPE**

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit Government users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the Government's location, as agreed to by the Contractor and the Government.

**2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

**3. TIME OF DELIVERY**

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the Government.

**4. CANCELLATION AND RESCHEDULING**

- a. The Government will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the Government to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the Government will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the Government fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the Government will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the Government to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The Government reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the Government, the Contractor must notify the Government at least seventy-two (72) hours before the scheduled training date.

## 5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

## 6. PRICE FOR TRAINING

The price that the Government will be charged will be the Government training price in effect at the time of order placement, or the Government price in effect at the time the training course is conducted, whichever is less.

## 7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after Government completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

## 8. FORMAT AND CONTENT OF TRAINING

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b. **\*\*If applicable\*\*** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Contractor shall provide the following information for each training course offered:

- (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
- (2) The length of the course;
- (3) Mandatory and desirable prerequisites for student enrollment;
- (4) The minimum and maximum number of students per class;
- (5) The locations where the course is offered;
- (6) Class schedules; and
- (7) Price (per student, per class (if applicable)).

e. For those courses conducted at the Government's location, instructor travel charges (if applicable), including mileage and daily living expenses, must be indicated below. Rates paid as a result of travel must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts.

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9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

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**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) AND ELECTRONIC COMMERCE (EC) SERVICES (SPECIAL ITEM NUMBER 132-52)**

**\*\*The phrase, "Information Technology (IT) Professional Services/Electronic Commerce (EC) Services" in the following paragraphs may need to be revised in order to be consistent with the Offeror's proposal; e.g., if only IT Professional Services are offered, all references to EC Services should be deleted.\*\***

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services and Special Item Number 132-52 Electronic Commerce Services apply exclusively to IT/EC Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the Government location, as agreed to by the Contractor and the ordering office.

**2. PERFORMANCE INCENTIVES**

- a. When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.
- b. The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.
- d. The above procedures do not apply to Time and Material or labor hour orders.

**\*\*NOTE: Include paragraph 3 BELOW only if hourly rates for IT Professional Services are offered. If the IT Professional Services are firm-fixed price solutions for a specifically defined service or task, use FAR 8.404 ordering procedures. FAR 8.404 is provided under item 12, Information for Ordering Offices Section of the pricelist.\*\***

**3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)**

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).



GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

(a) When ordering services, ordering offices shall—

(1) Prepare a Request (Request for Quote or other communication tool):

(i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

(ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

(iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.

(iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2)(i) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

(i) Based upon an initial evaluation of catalogs and price lists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate). When buying IT professional services under SIN 132—51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

(ii) The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to



additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

(b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs, ordering offices shall—

(1) Inform contractors in the request (based on the agency's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs:

(i) SINGLE BPA: Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) MULTIPLE BPAs: When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.

(2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

(c) The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

(d) When the ordering office's requirement involves both products as well as executive, administrative and/or professional, services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

The ordering office, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

Ordering procedures for other services available on schedule at fixed prices for specifically defined services or tasks should use the procedures in FAR 8.404. These procedures are listed in the pricelist, under "Information for Ordering Offices," paragraph #12.



#### 4. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

#### 5. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering office.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.
- c. The Agency should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

#### 6. INSPECTION OF SERVICES

The Inspection of Services—Fixed Price (AUG 1996) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection—Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

#### 7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

#### 8. RESPONSIBILITIES OF THE GOVERNMENT

Subject to security regulations, the ordering office shall permit Contractor access to all facilities necessary to perform the requisite IT/EC Services.

#### 9. INDEPENDENT CONTRACTOR

All IT/EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the Government.

## 10. ORGANIZATIONAL CONFLICTS OF INTEREST

### a. Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed Government contract, without some restriction on activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the Government, ordering offices may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## 11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/EC services. Progress payments may be authorized by the ordering office on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## 12. PAYMENTS

For firm-fixed price orders the Government shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts (Alternate I (APR 1984)) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 1997) (Alternate II (JAN 1986)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

## 13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user agency upon request.

## 14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering agency in accordance with the guidelines set forth in the FAR.



## 15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

## 16. DESCRIPTION OF IT/EC SERVICES AND PRICING

**\*\*NOTE TO CONTRACTORS:** The information provided below is designed to assist Contractors in providing complete descriptions and pricing information for the IT/EC Services offered. This language should NOT be printed as part of the Information Technology Schedule Pricelist; instead, Contractors should provide the same type of information as it relates to the IT/EC Services offered under the contract.\*\*

a. The Contractor shall provide a description of each type of IT/EC Service offered under Special Item Numbers 132-51 and 132-52. IT/EC Services should be presented in the same manner as the Contractor sells to its commercial and other Government customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT/EC Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

The following is an example of the manner in which the description of a commercial job title should be presented:

### EXAMPLE:

Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

**TERMS AND CONDITIONS APPLICABLE TO  
TELECOMMUNICATION TRANSMISSION SERVICES  
(SPECIAL ITEM NUMBER 132-53)**

**1. ACCEPTANCE TESTING**

**\*\*Per E.4(g), insert the proposed acceptance test plans and procedures.\*\***

The Contractor shall provide acceptance test plans and procedures for Government approval. The Contractor shall perform acceptance testing of the systems for Government approval in accordance with the approved test procedures.

**2. EQUIPMENT**

The Contractor shall make available cellular voice and data devices. The cellular devices offered shall be compatible with the cellular access standards employed within the geographical scope of contract.

The Contractor shall provide programming of any cellular telephone device, including Contractor-provided and Government-furnished devices, that conforms to the cellular service furnished by the Contractor.

**3. WARRANTY**

The Contractor shall provide a warranty covering each Contractor-provided device. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

**\*\*Insert commercial warranty.\*\***

The warranty shall commence upon the later of the following:

- a. Activation of the user's service/
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

**4. MANAGEMENT AND OPERATIONS PRICING**

The Offeror shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basis service.

**5. TRAINING**

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

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**6. MONTHLY REPORTS**

In accordance with commercial practices, the Contractor may furnish the Agency/User with a monthly summary activity report.



**\*\*Include the following in the proposed FSS IT Schedule Pricelist.\*\***

**USA COMMITMENT TO PROMOTE  
SMALL BUSINESS PARTICIPATION  
PROCUREMENT PROGRAMS**

**PREAMBLE**

(Name of Company) provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

**COMMITMENT**

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact (Insert Company Point of contact, phone number, e-mail address, fax number).

**\*\*Include the following SUGGESTED Blanket Purchase Agreement (BPA) format in the proposed FSS IT Schedule Pricelist.\*\***

BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Agency) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) \_\_\_\_\_.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date



BPA NUMBER \_\_\_\_\_

(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.



**\*\*Include the following language regarding Contractor Team Arrangements in the proposed FSS IT Schedule Pricelist.\*\***

**BASIC GUIDELINES FOR USING  
"CONTRACTOR TEAM ARRANGEMENTS"**

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

**ATTACHMENT II --  
PAST PERFORMANCE EVALUATION REPORT  
BY DUN & BRADSTREET**

FAX REQUEST TO: Lori Pinkerton  
Dun & Bradstreet Information Services  
FAX Number: 610/807-1075  
Attn: Past Performance Evaluation Fulfillment

**SECTION ONE  
ABOUT YOUR COMPANY**

Please prepare and distribute a Past Performance Evaluation Report on my company, as listed below:

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
FAX Number: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_

**SECTION TWO  
THE RECIPIENT OF THE INFORMATION**

Provide one copy of the Past Performance Evaluation Report on my company to the following:

General Services Administration  
Federal Supply Service/FCI  
ADP Acquisition Center  
Crystal Mall #4; Room 1017  
1941 Jefferson Davis Highway  
Arlington, VA 22202

Attn: Past Performance Report



**SECTION THREE  
PAYMENT INFORMATION**

☐ Bill to my Credit Card:

☐ American Express

☐ Visa

☐ Mastercard

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Signature of Card Holder: \_\_\_\_\_

☐ Payment Enclosed - See attached check.

☐ Bill Me - Send invoice to the address shown in Section One.

I agree to pay \$125 for the preparation/distribution of my Past Performance Evaluation Report, a copy of which will be provided both to my company and the company identified in Section Two above.

QUESTIONS? Call 800/999-3867 x7862, and ask for information about the Past Performance Evaluation Report. Also, more information on Past Performance Evaluations performed by D&B can be accessed in the Internet at <http://www.dnb.com>.

This Form is for ordering a Past Performance Evaluation Report as required by GSA. A Past Performance Evaluation Report will be sent directly to GSA for a fee of \$125. Past Performance Evaluation Reports are furnished subject to the following conditions:

1. you understand that the report requested is to be sent directly to GSA and to you;
2. you understand that D&B does not guarantee or warrant the information and you agree that even if D&B is negligent in preparing the information, D&B shall not be liable to you or your company or business for any loss resulting from reliance on it;
3. if for any reason a court holds D&B liable based on reliance of the information, the amount of such liability shall not exceed \$10,000.

The information provided to and received by D&B may be maintained by D&B, but D&B will never sell the information.

PAST PERFORMANCE EVALUATION REPORT  
Please provide 20 of Your Customers to be Surveyed

Customer Name: \_\_\_\_\_  
Name of Contract: \_\_\_\_\_  
City/State: \_\_\_\_\_ Phone: \_\_\_\_\_

Customer Name: \_\_\_\_\_  
Name of Contract: \_\_\_\_\_  
City/State: \_\_\_\_\_ Phone: \_\_\_\_\_

Customer Name: \_\_\_\_\_  
Name of Contract: \_\_\_\_\_  
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Customer Name: \_\_\_\_\_  
Name of Contract: \_\_\_\_\_  
City/State: \_\_\_\_\_ Phone: \_\_\_\_\_

REFERENCE: GSA ITS MAS



**ATTACHMENT III --  
GUIDELINE FOR DEVELOPING A  
SMALL BUSINESS SUBCONTRACTING PLAN**

[COMPANY XXX]

SMALL, HUBZONE SMALL, SMALL DISADVANTAGED,  
AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN

*(For information purposes only. The following outline meets the minimum requirements of Section 8(d) and the Federal Acquisition Regulation (FAR) Subpart 19.7. It is intended to be used as a guideline. It is not intended to replace any existing corporate plan which may be more extensive. If assistance is needed to locate small business sources, contact the Office of Enterprise Development at 18<sup>th</sup> and F Streets, NW, Washington, DC 20405 (Phone: (202) 501-1021 or Fax (202) 208-5938.)*

**(NOTE: OFFEROR IS TO REMOVE ALL INSTRUCTION LANGUAGE IN BRACKETS AND BLUE. THIS IS FOR YOUR INFORMATION ONLY. IT IS NOT PART OF THE SMALL BUSINESS SUBCONTRACTING PLAN.)**

**I. IDENTIFICATION DATA:**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Solicitation or Contract Number: \_\_\_\_\_

Item/Service: \_\_\_\_\_

Estimated Contract Dollar Value (Include Options) \_\_\_\_\_

Commercial Products Plan Period: \_\_\_\_\_

Individual Contract Period: Base: \_\_\_\_\_

Option(s): \_\_\_\_\_

**II. TYPE OF PLAN: (Check only one)**

COMMERCIAL PRODUCTS PLAN: Plan used when the company sells large quantities of commercial off-the-shelf commodities to many Government agencies. Goals are negotiated on a company-wide basis. Plan is an annual plan effective during the company's fiscal year, approved by the first Federal agency awarding a contract for commercial products during the contractor's fiscal year, and is applicable to every additional Federal contract for commercial products awarded to that contractor during the contractor's same fiscal year. A new plan must be obtained and approved 30 days prior to the expiration of the current plan.

INDIVIDUAL CONTRACT PLAN: Plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals which are based on the company's planned subcontracting and purchasing in support of the performance of a specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

INDIVIDUAL CONTRACT PLAN INCORPORATING MASTER PLAN: Master plans containing all the required elements of an individual contract plan, except goals, may be incorporated into individual contract plans providing the master plan has been approved. A master plan must be approved once every three years. Once incorporated into a contract with specific goals, it is valid for the life of the contract.

### III. GOALS:

A. (For information purposes only. FAR 19.704(a)(1) requires separate percentage goals for using small, hubzone small, small disadvantaged, and women-owned small business concerns as subcontractors, and (2) a statement of the total dollars planned to be subcontracted and a statement of the total dollars planned to be subcontracted to small, hubzone small, small disadvantaged, and women-owned small business concerns.

NOTE: The dollar amounts planned for subcontracting to SB, to HZSB, to SDB, and to WOSB must be expressed as percentages of the total subcontracting dollars as shown below.)

[Company XXX] provides the following separate dollar and percentage goals for small, hubzone small, small disadvantaged, and women-owned small business concerns. These goals are a percentage of the total subcontracting dollars:

1. Estimated total dollars planned to be subcontracted; i.e. to **all types of business** concerns under this contract is:

Base Contract: \$ \_\_\_\_\_ 100% \_\_\_\_\_  
 Option Period: \$ \_\_\_\_\_ 100% \_\_\_\_\_  
 Option Period: \$ \_\_\_\_\_ 100% \_\_\_\_\_  
 Option Period: \$ \_\_\_\_\_ 100% \_\_\_\_\_

2. Planned subcontracting to **large business** concerns (those classified as other than small) is:

Base Contract: \$ \_\_\_\_\_ % of total = \_\_\_\_\_  
 Option Period: \$ \_\_\_\_\_ % of total = \_\_\_\_\_  
 Option Period: \$ \_\_\_\_\_ % of total = \_\_\_\_\_  
 Option Period: \$ \_\_\_\_\_ % of total = \_\_\_\_\_

3. Planned subcontracting to all **small business** concerns (include hubzone small, small disadvantaged, and women-owned small businesses) is:

Base Contract: \$ \_\_\_\_\_ % of total = \_\_\_\_\_  
 Option Period: \$ \_\_\_\_\_ % of total = \_\_\_\_\_  
 Option Period: \$ \_\_\_\_\_ % of total = \_\_\_\_\_  
 Option Period: \$ \_\_\_\_\_ % of total = \_\_\_\_\_

4. Planned subcontracting to **hubzone small business** concerns is:

Base Contract: \$ \_\_\_\_\_ % of total = \_\_\_\_\_  
 Option Period: \$ \_\_\_\_\_ % of total = \_\_\_\_\_  
 Option Period: \$ \_\_\_\_\_ % of total = \_\_\_\_\_  
 Option Period: \$ \_\_\_\_\_ % of total = \_\_\_\_\_



## 5. Planned subcontracting to small disadvantaged business concerns is:

Base Contract: \$ \_\_\_\_\_ % of total = \_\_\_\_\_

Option Period: \$ \_\_\_\_\_ % of total = \_\_\_\_\_

Option Period: \$ \_\_\_\_\_ % of total = \_\_\_\_\_

Option Period: \$ \_\_\_\_\_ % of total = \_\_\_\_\_

## 6. Planned subcontracting to women-owned small business concerns is:

Base Contract: \$ \_\_\_\_\_ % of total = \_\_\_\_\_

Option Period: \$ \_\_\_\_\_ % of total = \_\_\_\_\_

Option Period: \$ \_\_\_\_\_ % of total = \_\_\_\_\_

Option Period: \$ \_\_\_\_\_ % of total = \_\_\_\_\_

B. (For information purposes only. FAR 19.704(a)(3) requires a description of the principal types of supplies and services to be subcontracted and an identification of the types planned for subcontracting to small, hubzone small, small disadvantaged, and women-owned small business concerns.) (Check all below that apply.)

The principal types of products and/or services that [Company XXX] anticipates to be subcontracted and the identification of the type of business concern planned are as follows:

Business Category or Size

Product/Service	Large	Small	HZSB	SDB	WOSB

C. (For information purposes only. FAR 19.704(a)(4) requires a description of the method used to develop the subcontracting goals for small, hubzone small, small disadvantaged, and women-owned small business concerns. Explain the method and state the quantitative basis (in dollars) used to establish the percentage goals; how the areas to be subcontracted to small, hubzone small, small disadvantaged, and women-owned small business concerns were determined; and how the capabilities of small, hubzone small, small disadvantaged, and women-owned small business concerns were determined. Identify all source lists used in the determination.)

[Company XXX] used the following method to develop the subcontracting goals:

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D. (For information purposes only. FAR 19.704(a)(5) requires a description of the method used to identify potential sources for solicitation purposes.)

[Company XXX] identifies potential subcontractors using the following source lists and organizations:

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E. (For information purposes only. FAR 19.704(a)(6) requires a statement as to whether or not your company included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with small, hubzone small, small disadvantaged, and women-owned small business concerns.)

Indirect and overhead costs \_\_\_\_\_ HAVE BEEN or \_\_\_\_\_ HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above. The indirect and overhead portion was based on the following:

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#### IV. PROGRAM ADMINISTRATOR:

(For information purposes only. FAR 19.704(a)(7) requires information about the company employee who will administer the subcontracting program. Please provide the name, title, address, phone number, position within the corporate structure and the duties of that employee.)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Position: \_\_\_\_\_

Duties: The Program Administrator shall have general overall responsibility for the Contractors subcontracting program; i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to this particular plan. These duties include, but are not limited to, the following activities:

1. Developing and promoting company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to small, hubzone small, small disadvantaged, and women-owned small business concerns.
2. Developing and maintaining bidders' lists of small, hubzone small, small disadvantaged, and women-owned small business concerns from all possible sources.
3. Ensuring periodic rotation of potential subcontractors on bidders' lists.
4. Assuring that small, hubzone small, small disadvantaged, and women-owned small businesses are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.



5. Ensuring that subcontract procurement "packages" are designed to permit the maximum possible participation of small, hubzone small, small disadvantaged, and women-owned small businesses.
6. Reviewing subcontract solicitations to remove statements, clauses, etc. which might tend to restrict or prohibit small, hubzone small, small disadvantaged, and women-owned small business participation.
7. Ensuring that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by small, hubzone small, small disadvantaged, and women-owned small business concerns.
8. Overseeing the establishment and maintenance of contact and subcontract award records.
9. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
10. Directly or indirectly counseling small, hubzone small, small disadvantaged, and women-owned small business concerns on subcontracting opportunities and how to prepare bids to the company.
11. Providing notice to subcontractors concerning penalties for misrepresentations of business status as small, hubzone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the contractor's subcontracting plan.
12. Conducting or arranging training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures.
13. Developing and maintaining an incentive program for buyers, that supports the subcontracting program.
14. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals.
15. Preparing and submitting timely reports.
16. Coordinating the company's activities during compliance review by Federal agencies.

#### V. **EQUITABLE OPPORTUNITY:**

*(For information purposes only. FAR 19.704(a)(8) requires a description of the efforts the contractor will make to ensure that small, hubzone small, small disadvantaged, and women-owned small business concerns will have an equitable opportunity to compete for subcontracts.)*

[Company XXX] will make every effort to ensure that small, hubzone small, small disadvantaged, and women-owned small business concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

##### A. Outreach efforts to obtain sources:

- ☐ Contracting minority and small business trade associations
- ☐ Contacting business development organizations
- ☐ Requesting sources from the Small Business Administration's Procurement Marketing and Access Network (PRO-Net) System
- ☐ Attending small, minority, and women-owned small business procurement conferences and trade fairs

**B. Internal efforts to guide and encourage purchasing personnel:**

- ☐ Presenting workshops, seminars and training programs
- ☐ Establishing, maintaining and using small, hubzone small, small disadvantaged, and women-owned small business source lists, guides, and other data for soliciting subcontracts
- ☐ Monitoring activities to evaluate compliance with the subcontracting plan

**C. Additional efforts: (Please describe.)**

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**VI. CLAUSE INCLUSION AND FLOW DOWN:**

*(For information purposes only. FAR 19.704(a)(9) requires that your company include FAR 52.219-8, "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities. Your company must require all subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) to adopt a plan that complies with the requirements of the clause at FAR 52.219-9, "Small Business Subcontracting Plan.")*

[Company XXX] agrees to include the clause at FAR 52.219-8, "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that it will further require all subcontractors (except SB concerns), who receive subcontracts in excess of \$500,000, (\$1,000,000 for construction) to adopt a plan that complies with the requirements to the plan required by the clause at FAR 52.219-9, "Small Business Subcontracting Plan."

**VII. REPORTING AND COOPERATION:**

*(For information purposes only. FAR 19.704(a)(10) requires your company to (1) cooperate in any studies or surveys as may be required; (2) submit periodic reports which show compliance with the subcontracting plan; (3) submit Standard Form (SF) 294, "Subcontracting Reports for Individual Contracts," and SF 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensure that subcontractors agree to submit SF 294 and SF 295.)*

[Company XXX] agrees to: (1) cooperate in any studies or surveys as may be required; (2) submit periodic reports which show compliance with the subcontracting plan; (3) submit SF 294 and SF 295 in accordance with the instructions on the forms; and (4) ensure that subcontractors agree to submit SF 294 and SF 295.



Reports are to be submitted within 30 days after the close of each calendar period indicated below:

Calendar Period	Report Due	Date Due	Send Report To:
10/01—03/31	SF 294	04/30	Contracting Officer and Small Business Technical Advisor
04/01—09/30	SF 294	10/30	Contracting Officer and Small Business Technical Advisor
10/01—09/30	SF 295*	10/30	Contracting Officer, Small Business Technical Advisor, and Associate Administrator for The Office of Enterprise Development (OED)

\*SF 295 shall also be submitted to the SBA Commercial Market Representative at the address provided by SBA (202-205-6475).

Small Business Technical Advisor's address is:  Ms. Yvonne Knighton, GSA, Federal Supply Service Crystal Mall #4, Room L-108A 1941 Jefferson Davis Highway Arlington, VA 22202	Director, Office of Small and Disadvantaged Business Utilization address is:  Associate Administrator Office of Enterprise Development General Services Administration 18th & F Streets, NW, Room 6029 Washington, DC 20405
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### VIII. RECORDKEEPING:

*(For information purposes only. FAR 19.704(a)(11) requires a list of the types of records your company will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan.)*

[Company XXX] will maintain at least the following types of records to demonstrate procedures adopted to comply with the requirements and goals in the subcontracting plan. These records include, but are not limited to:

- A. Small, hubzone small, small disadvantaged, and women-owned small business concern source lists, guides, and other data identifying such vendors.
- B. Organizations contacted for small, hubzone small, small disadvantaged, and women-owned small business sources.
- C. On a contract-by-contract basis, all subcontract solicitations over \$100,000, which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether hubzone small business concerns were solicited, and if not, why not; (3) whether small disadvantaged business concerns were solicited, and if not, why not; (4) whether women-owned small business concerns were solicited, and if not, why not; and (5) reasons for the failure of solicited small, hubzone small, small disadvantaged, and women-owned small business concerns to receive the subcontract award.
- D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small, minority, and women-owned small business procurement conference and trade fairs.
- E. Records to support internal activities to (1) guide and encourage purchasing personnel, e.g., workshops, seminars, training programs, incentive awards; and (2) monitor activities to evaluate compliance.



F. On a contract-by contract basis, records to support subcontract award data including the name, address and business size of each subcontractor. (This item is not required for company or division-wide commercial product plans).

G. Other records to support your compliance with the subcontracting plan: (Please describe)

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**IX. TIMELY PAYMENTS TO SUBCONTRACTORS:**

*(For information purposes only. FAR 19.702 requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with small, hubzone small, small disadvantaged, and women-owned small business concerns.*

[Company XXX] uses procedures to ensure timely payments of amounts due, pursuant to the terms of its subcontracts with small business concerns, as required in FAR 19.702.

**X. DESCRIPTION OF GOOD FAITH EFFORT:**

*(For information purposes only. Maximum practicable utilization of small, hubzone small, small disadvantaged, and women-owned small business concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S.C. 637(d)(4)(F) directs that liquidated damages shall be paid by the contractor. In order to demonstrate your compliance with a good faith effort to achieve the small, hubzone small, small disadvantaged, and women-owned small business subcontracting goal, outline the steps your company plans to take.)*

[Company XXX] will take the following steps to demonstrate compliance with a good faith effort in achieving small business subcontracting goals:

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These steps will be negotiated with the contracting officer prior to approval of the plan. [Company XXX] understands that this subcontracting plan will be made a material part of the contract and that the submission of the SF 294 and SF 295 will be made a line item deliverable in the contract.

